

Lakes Regional Healthcare

100E #234 (Blue Collar)

7/1/2006 6/30/2008

## AGREEMENT

THIS AGREEMENT entered into this 8 day of JUNE 2006, by and between LAKES REGIONAL HEALTHCARE, SPIRIT LAKE, IOWA hereinafter referred to as the "Employer", and INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234, hereinafter called the "Union". Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, which was signed into law on April 23, 1974.

### ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the exclusive bargaining representative for those employees of the Employer in the following bargaining unit established pursuant to Order of Certification in PERB Case No. 7133.

INCLUDED: All employees of the Lakes Regional Healthcare Food Services, Engineering and Housekeeping areas.

EXCLUDED: All other Lakes Regional Healthcare employees, including registered dietitians, temporary employees and all other employees excluded by Iowa Code section 20.4

### ARTICLE 2 DEFINITIONS

Full time employee is scheduled to work 64 hours or more each two week pay period.

Part-time employee is one who is scheduled to work at least 16 hours but less than 64 hours each two week pay period.

Casual employee is one who is not regularly scheduled each pay period.

Temporary employee is one who is hired for less than four months.

### ARTICLE 3 NO STRIKE - NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, slowdowns, picketing, boycotting, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

### ARTICLE 4 GRIEVANCE PROCEDURE

The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest level. A grievance is defined as a timely filed claim by an employee that an expressed provision of this Agreement has been violated by a management level personnel at Lakes Regional Healthcare. Any dispute arising out of alleged violation of this Agreement shall be resolved as follows:

Step 1: Within five (5) weekdays (Monday through Friday) of the occurrence giving rise to the dispute or within five (5) weekdays of when the Employee knew or should have known of the occurrence giving rise to the dispute, the Employee ("grievant") shall attempt to resolve the grievance informally by requesting a meeting with his/her immediate Supervisor to discuss the matter. The meeting shall take place as soon as practicable. The Supervisor will answer the grievance orally within ten (10) weekdays of its presentation.

Step 2: If the grievance is not resolved in Step 1, the grievant may proceed by reducing grievance to writing and submitting it to the Department Manager within five (5) weekdays after the receipt of the immediate Supervisor's oral answer. A written answer shall be provided in ten (10) weekdays.

Step 3: If the grievance is not resolved in Step 2, the grievant shall have the right to submit the grievance to the Vice President within five (5) weekdays of the receipt of the answer in Step 2. The Vice President will provide a written answer to the grievant within ten (10) weekdays of receipt of the written grievance.

Step 4: If the grievance remains unsolved in Step 3, the grievant may submit the grievance to the Hospital President/CEO within five (5) weekdays of the receipt of the answer in Step 3. A written answer will be provided in ten (10) weekdays of the receipt of the written Step 4 grievance.

Step 5: If the grievance is not resolved in Step 4, the Union may submit the grievance to arbitration within ten (10) weekdays of receipt of the answer.

In the event the grievant requests arbitration, the parties shall attempt to agree upon a Neutral arbitrator. If the parties cannot agree upon an arbitrator within five (5) business days following receipt of the request for arbitration, the moving party may request the Iowa Public Employment Relations Board to submit a panel of seven (7) arbitrators who have appropriate arbitration experience to the issue in dispute. The parties shall alternately strike the names of arbitrators on the panel until one (1) remains. This person shall be designated the arbitration. The moving party shall strike first.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this Agreement. Within that authority, the decision of the arbitrator shall be in writing and shall be final and binding on the Hospital, the Union and the Employee.

The expenses of the arbitrator and the expenses incidental to the arbitration hearing shall be shared equally by the Hospital and the Union, however, each party shall be responsible for the expense of its own attorney and any other representative participating in the arbitration.

The time limits specified in the preceding steps shall be strictly observed. Failure of the grievant to act on any grievance within the prescribed time limits shall constitute a permanent waiver and bar such grievance from further consideration. The failure of the Department Manager, Vice President or Hospital President/CEO to give an answer within the time limits shall permit the grievant to proceed to the next Step. All time limits set forth in the Article may be extended by mutual written agreement of the Employer and the grievant and/or Union.

## **ARTICLE 5 HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. The Employer shall make determination of daily and weekly hours of work.

The normal work period for purposes of computing overtime shall be one (1) week, seven (7) consecutive days.

Each employee will be entitled to two 15 minute paid breaks and will be entitled to one 30 minute unpaid meal break if working an 8 hour shift. An additional 15 minute paid break will be given if an employee works a 12 hour shift.

Overtime. Overtime shall be paid for at the rate of time and one-half (1 1/2) hours for each hour worked in excess of forty (40) hours in any workweek. All work performed over 40 hours in workweek must have prior approval of the Employer. Only hours worked are counted for purposes of computing overtime.

Low Activity Employees may request time off. If time off is requested by an employee and approved by management, the employee must use PTB Time. If time off is directed by management, use of PTB time is not required.

Call Back An employee called in or called back to work outside of their scheduled work hours shall be paid a minimum of one and one-half (1 1/2) hours of pay at the applicable rate of pay.

## **ARTICLE 6 LENGTH OF SERVICE**

Length of service means an employee's length of continuous service based on hours worked. An employee shall lose their length of service and the employment relationship shall be automatically broken and terminated if the employee quits or is discharged.

Reduction in Workforce When patient census and business conditions require this action, the following guidelines will apply: (This procedure does not apply to reductions due to low activity as described below)

Lakes Regional Healthcare recognizes the importance of length of service and will do all it can to respect this factor. Layoffs will be accomplished by qualifications as determined by the Employer, and seniority within classifications (job title). Employees may be temporarily reassigned to other jobs based on patient census and hospital needs until a final decision can be made on a reduction of workforce. Reassignment is subject to the approval of the department manager and administration.

The Employer will attempt to provide employees with as much notice as possible prior to the layoff, but at least 2 weeks advance notice will be given.

While on layoff, an employee is not eligible for holiday pay or any other benefits. Vacation, sick leave and seniority do not accrue during a layoff.

Recall Laid off employees have the responsibility of advising the Hospital of their current addresses and telephone numbers during layoff. The most senior laid off employee will be recalled first, provided he/she is qualified and has the skills, ability and experience to perform the work. The Hospital shall notify the laid off employee of recall by certified mail to his/her last known address. Within three (3) calendar days after the receipt of the recall notice, the employee shall inform the Hospital of his/her intent to return to work. Within 14 calendar days after mailing the recall notice, the employee shall report to work. Failure to return to work within 14 calendar days shall result in termination of employment. The employment of employees not recalled within six (6) months of the layoff will be terminated.

Low Activity If it is necessary to adjust staffing during periods of low activity, the Hospital will first seek such days/hours reduction on a voluntary basis. If there is not a sufficient number of volunteers, the hours of casual, and then part-time employees, will be reduced or cut first. If further reductions are necessary, then the hours/days of full-time employees with the least seniority will be reduced.

Job Vacancies Job vacancies will be posted for five (5) calendar days. First consideration shall be given to current employees based on seniority and qualifications as determined by the Employer. When qualifications are comparable, seniority shall prevail.

## **ARTICLE 7 LEAVES OF ABSENCE**

Employees are eligible for the following paid leaves of absence after completion of the 480-hour orientation period:

1. **Funeral leave:** Full-time employees shall receive 3 continuous working days of paid leave to attend the funeral of each family member. Family is defined as employee's spouse, natural or step-child, grandchild, parent, step-parent, grandparent, step-grandparent, sister, step-sister,

brother, step-brother, father or mother of present or deceased spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, foster child or relative residing in the employee's home. Part-time employees shall receive eight (8) hours of leave in the case of death of the preceding family members. Full-time employees shall be granted one (1) day of paid leave to attend the funeral of grandparent-in-laws. Additional days for bereavement would fall under the personal leave of absence policy or paid time benefit hours may be used.

2. Jury duty: If an employee is required to serve jury duty, the Hospital will pay the difference between the jury pay allowance and the regular rate of pay, after proof of the amount of the jury pay.
3. An employee may make application for other leaves of absence without pay to their immediate supervisor.
4. The parties agree to comply with all of the provisions of the Family and Medical Leave Act of 1993.
5. Military leave will be granted pursuant to Iowa law (Section 29A.28, 1991 Code of Iowa).

## ARTICLE 8 PAID TIME BENEFITS

Paid-Time Benefit (PTB) hours provide the Employee with paid-time off from the job for vacation, illness, observance of holidays, and any other reasonable occasion.

Paid-Time benefit (PTB) hours allow the Manager and the Employee the flexibility and decision making in scheduling time off to best meet the individual's and the Hospital's needs. Utilization of all paid-time benefit hours shall be scheduled and approved by the appropriate Manager. All Employees on casual status will receive payment for all paid-time benefit hours accrued at the end of the hospital's fiscal year.

Each Full-time, Part-time and casual Employee as defined in Lakes Regional Healthcare's Policy is eligible for paid-time benefit hours.

Paid-time benefit hours begin accruing from the first day of employment. Accrual is based on a maximum of eighty (80) hours per pay period. Paid-time benefit hours do not accrue on overtime hours worked, or during a leave of absence without pay, except in the case of military leave and jury duty. The maximum number of paid-time benefit hours that can be accrued is four hundred eighty (480) hours or sixty (60) working days. When an Employee reaches four hundred eighty (480) hours, no more paid-time benefit hours will accrue until the balance is reduced.

### Permanent Employees Accrual:

<u>Length of Service</u>	<u>Time Accrued</u>	<u>Maximum Accrued Annually</u>	<u>Short-Term Disability Time Accrued</u>	<u>STD Maximum Accrued Annually</u>
0-4 Yrs. (48 months)	.089 PTB hrs for every 1 hr paid	184 hrs 23 (8-hr) days	.023 STD hrs for every 1 hr paid	48 hrs 6 (8 hr) days
4-9 Yrs (49-108 months)	.108 PTB hrs for every 1 hr paid	224 hrs 28 (8-hr) days	.023 STD hrs for every 1 hr paid	48 hrs 6 (8-hr) days

9-14 Yrs (109-168 months)	.127 PTB hrs for every 1 hr paid	264 hrs .023 STD hrs 33 (8-hr) days	48 hrs for every 1 hr paid	6 (8-hr) days
14 yrs +.146 (169 mos +)	304 hrs .023 STD hrs hrs for every 1 hr paid	38 (8 hr) days	48 hrs for every 1 hr paid	6 (8 –hr) days

Paid-Time Benefit hours are paid at the Employee's normal wage.

#### Holidays

Paid holidays are New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, and Christmas Day. One (1) floating holiday is included in the total number for Paid-Time Benefit accrual.

Holidays are defined from 11:00 p.m. to 11:00 p.m. Employees who work on any of the above-recognized holidays will be paid one and one-half (1-1/2) times the Employee's regular rate of pay for all hours worked on the holiday.

**Illness or emergency:** In case of emergency or illness, the Employee shall notify the Manager at least two (2) hours before the start of the shift unless the department is not open, in which case the Employee will contact the person designated by the department.

**Sell back:** An employee who has maintained a balance of at least two hundred (200) PTB hours is eligible to sell back hours in excess of two hundred (200) hours for cash the last pay period of the fiscal year ending June 30<sup>th</sup>. An employee may sell back up to 96 hours at 100% of hourly rate by completing a Request to Sell Back Paid-Time Benefit Form and submitting it to the appropriate manager for processing.

**Separation from Lakes Regional Healthcare:** Upon separation from the Hospital, an Employee will be paid for the balance of eligible paid-time benefit hours at one hundred percent (100%) of hourly rate, under the following conditions:

- A. Satisfactorily completed three-month review period.
- B. If separation is made with proper notice (minimum of 2 weeks) to the Manager.
- C. An Employee who fails to complete the 480-hour orientation period will only be paid for fifty percent (50%) of Paid-Time Benefit hours accrued but not taken if the separation is for disciplinary reasons or misconduct.
- D. Upon the death of an Employee, any eligible PTB hours will be paid at one hundred percent (100%) of hourly rate to the estate.
- E. Legal tax deductions shall be made from PTB hours paid to an Employee.

**Short Term Disability:** Short Term Disability hours will accrue at the rate of one-half day per month and will be placed in a separate short term disability bank and may be used for personal long-term illness.

Utilization of short-term disability hours will commence after 16 hours of non-scheduled Paid-Time-Benefit has been paid. It will be necessary to utilize 16 Paid-Time-Benefit hours for each occurrence of illness before short-term disability hours may be paid.

Employees who are hospitalized on the first day of an illness, including same day surgery, will be eligible to go directly to their short term disability bank, if available.

Upon termination (voluntary or non-voluntary) or change in employment to casual status, all hours in the individual's short-term disability bank are forfeited.

**Work related injury:** If an employee is off work because of a job-related illness or injury, the employee, if eligible, may use Paid-Time-Benefit hours for the first three calendar days off work, equal to the number of hours the employee is normally scheduled to work. Payment of compensation due to a work related injury or illness will follow laws established by the state of Iowa.

## **ARTICLE 9 INSURANCE**

The hospital will pay the following per month to single health insurance for all full-time employees for contract year 2006-2007:

\$750 deductible                      \$440.01

### Health Insurance

The hospital will contribute the following per month to family health insurance for all full-time employees for contract year 2006-2007:

\$750 deductible                      \$905.07

The employee will pay 13% of the single premium or 31% of the family premium for contract year 2007-2008.

Dental Insurance The hospital will pay \$21.14 per month towards the single dental insurance premium for all full-time employees for contract years 2006-2007 and 2007-2008. The hospital will pay \$24.76 per month towards the family dental insurance premium for all full-time employees for contract years 2006-2007 and 2007-2008.

Life Insurance The Employer shall pay the premium for each eligible regular full-time employee for a term life policy equivalent to the employee's annual salary, up to a maximum of \$50,000.

The insurance program(s) referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

## **ARTICLE 10 JOB CLASSIFICATIONS AND STRAIGHT TIME HOURLY WAGE RATES**

### Wage Increases

Effective July 1, 2006	3.0%
Effective July 1, 2007	4.0%

Shift Differential Employees will be eligible for shift differential pay as follows:

3:00 p.m. – 11:00 p.m.	\$1.00 per hour
11:00 p.m. – 7:00 a.m.	\$1.25 per hour

Shifts starting between 1:00 pm and 3:00 pm will be paid the 2<sup>nd</sup> shift differential of \$1.00 per hour. Effective July 1, 2006, shifts starting between 11:00 and 3:00 will be paid a shift differential of \$0.25 per hour for 2<sup>nd</sup> shift hours worked. For example, an employee working 11:00 a.m. to 7:30 p.m. would be paid \$0.25 per hour from 3:00 p.m. to 7:30 p.m. Effective July 1, 2007, shifts starting between 11:00 and 3:00 will be paid a shift differential of \$0.50 per hour for 2<sup>nd</sup> shift hours worked. Shifts starting between 8:00 pm and 11:00 pm will be paid the 3<sup>rd</sup> shift differential of \$1.25 per hour. For extended shifts that cross multiple shifts differentials for each



part of the shift will be paid in accordance with the above differential. For example, a 12-hour shift beginning at 3:00 pm will be paid 2<sup>nd</sup> shift differential until 11:00 pm and will be paid 3<sup>rd</sup> shift differential from 11:00 pm until 3:00 am.

Call Pay. An employee required to remain on-call will receive \$1.50 per hour for the designated on call time. Hours on call shall not count toward nor be included in the calculation of overtime hours. If an employee on-call fails to respond to a call back during the designated standby period, the employee shall receive no call pay and may be subject to discipline.

An on-call employee called to work will receive a minimum of one and one-half hours of work or pay in lieu thereof. When called to work, time shall be compensated at the rate of one and one-half times the employee's usual wage.

## **ARTICLE 11 EVALUATIONS**

Employees will be evaluated by a supervisor who has direct knowledge of the employee's work experience and at such frequency as management may determine.

A conference regarding the evaluation will be held between the employee and the evaluator following the completion of the written evaluation. A signed copy by both parties will be given to the employee. Evaluation reports will be placed in the employee's personnel file and the employee will be permitted to attach their comments regarding the evaluation to the form.

An employee may pursue a grievance concerning the substance of an evaluation, and only the substance of the evaluation, only if such evaluation is used by the Hospital in an attempt to deny the employee benefits, advancement or continued employment. An arbitrator does not have the authority to change management's decision regarding the denial of an employee benefit, advancement or continued employment. The time limits for grievance processing shall begin when the Hospital attempts to deny benefits, advancements or continued employment to an employee; not when the evaluation is made.

## **ARTICLE 12 HEALTH AND SAFETY**

The Hospital shall make reasonable provisions for the health and safety of its employees. The Union and the employees will extend their cooperation to the Hospital in maintaining Hospital policies, rules and regulations pertaining to health and safety. Employees shall promptly report any unsafe conditions to their immediate supervisor. Disputes regarding health and safety are not subject to the arbitration procedure.

## **ARTICLE 13 DUES DEDUCTION**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing after giving thirty (30) days notice, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction monthly to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.

Deduction shall be made only when the employee has sufficient earnings to cover same, after all deductions, such as withholding taxes, health insurance premiums, etc. have been deducted.

## **ARTICLE 14 DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective July 1, 2006. It shall remain in full force and effect until the 30<sup>th</sup> day of June, 2008.

Signed this 8 day of JUNE, 2006.

EMPLOYER  
LAKES REGIONAL HEALTH CARE

By Jack Wald  
By [Signature]

UNION  
INTERNATIONAL UNION OF  
OPERATING ENGINEERS

By [Signature]  
By Kevin Hofbauer